

**IMPORTANT NOTICE: PLEASE READ THIS AGREEMENT CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION.**

**Terms of Service Agreement**

This Terms of Service Agreement (the “**Agreement**”) is between you and Viasat, Inc. (“**Viasat**,” “**Service Provider**,” “**us**,” or “**we**”), and governs your use of Wi-Fi and internet services provided by Viasat (the “**Service**”) on American Airlines, Inc. (including any affiliate and/or subsidiary, and any other brand names as will be applicable from time-to-time) aircraft from which you are connecting to the Service (the “**Airline**”). Your acceptance below and continued use of the Service represents your agreement to the terms set forth in this Agreement. If you do not agree with the terms set forth in this Agreement, immediately cease using the Service. If you would like to contact Service Provider, you may write to:

Viasat, Inc.  
3902 South Traditions Drive  
College Station, TX 77845  
USA

**1. Using the Service.** In exchange for access to and use of the Service, you: (a) agree to provide Service Provider with accurate and complete registration information, if requested, and to notify Service Provider of changes to your registration information; (b) agree to protect the password, username and security information you use to access the Service and to notify Service Provider immediately of any unauthorized use of your account that you become aware of; (c) agree to comply with applicable laws and regulations, including but not limited to copyright and intellectual property rights laws; and (d) represent that you are at least 18 years of age.

**2. Billing Terms and Payment.**

**a. General Billing Terms.** A billing period generally starts on the day and time you log in following the completion of the registration process (the “**Billing Commencement Date**”). The Billing Commencement Date will be the day and time you log in. You will be logged off of the Service when (i) you click the “Logout” button (“**Individual Logout**”); or (ii) the system automatically logs you off because your session time has expired, your device has been powered off or has been inactive for an extended period of time, or Internet service is no longer permitted on the flight due to the aircraft approaching or having reached its destination (“**Automatic Logout**”). The billing period ends on upon the earliest to occur of an Individual Logout or Automatic Logout.

**b. Single Session Pay Per Use Plan.** At the start of each session, we will charge all fees related to your use of the Service, including taxes, surcharges or other assessments applicable to the Service (“**Service Fees**”) to your credit card, debit card, voucher that you may purchase or receive from Airline personnel (“**Voucher**”), AAdvantage® Account (defined below), or any other valid payment method accepted by Viasat (including, but not limited to, PayPal or Apple Pay).

**c. Pay Per Flight Plan.** Each pay per flight session begins on the Billing Commencement Date and ends at the point in time when Internet service is no longer permitted on the flight due to the aircraft approaching or having reached its destination. At the start of each session, we will charge all

Service Fees related to your use of the Service to your credit card, debit card, Voucher, or AAdvantage® Account (defined below).

**d. Roaming Fees.** If you are a subscriber of another service provider that has a contractual relationship allowing that service provider's subscribers to roam on Viasat's Wi-Fi network, your service provider may charge you a roaming fee for access to Viasat's Wi-Fi network.

**e. Payment Terms.** You agree to pay all Service Fees in accordance with the provisions of the Service plan you selected. You authorize Service Provider to charge your credit card, debit card, any other valid payment method accepted by Viasat (including, but not limited to, PayPal or Apple Pay), or any valid payment method you have authorized Airline to store on your account with Airline ("AAdvantage® Account") for payment of all, or any portion of your Service fees, until such amounts are paid in full. Your card issuer agreement governs use of your credit or debit card in connection with this Service; please refer to that agreement for your rights and liabilities as a cardholder. You may also pay your Service Fee using a Voucher. If we do not receive payment from your credit or debit card issuer or its agent, or receive payment via a Voucher, you agree to pay us all amounts due upon demand by us. You agree that we will not be responsible for any expenses that you may incur resulting from overdrawing your bank account or exceeding your credit limit as a result of an automatic charge made under this Agreement.

**f. Billing Errors and Collections.** If you think a charge is incorrect or you need more information on any charges applied to your account, you should contact us at +(00) 1 866-497-5377 or +(00) 1 979-775-3699 within 60 days of receiving the statement on which the error or problem appeared. We will not pay you interest on any overcharged amounts later refunded or credited to you. If we choose to use a collection agency or attorney to collect money that you owe us or to assert any other right that we may have against you, you agree to pay the reasonable costs of collection or other action including, without limitation, collection agency fees, reasonable attorneys' fees, and court costs.

**3. Operational Limits of the Service.** Provisioning of the Service is subject to the availability and the operational limitations of the requisite equipment and associated facilities. There is no guarantee of bandwidth. Your connection and data rate speeds may not be suitable for some applications. You understand and agree that temporary interruptions of the Service may occur as normal events in the provision of the Service. Virtual private network or other remote computer access ("VPN") may be intermittent and require multiple logins, depending on the VPN provider's security settings, due to brief losses in connectivity. Voice or video calls, online gaming and software updates are expressly prohibited through the Service. You further understand and agree that Service Provider has no control over third-party networks you may access in the course of your use of the Service, and therefore, delays and disruptions of other network transmissions are beyond the control of Service Provider. Service Provider will not be liable for any failure of performance if such failure is due to any cause beyond Service Provider's reasonable control, including acts of God, fire, explosion, vandalism, nuclear disaster, terrorism, satellite component failure, cable cut, storm or other weather or solar occurrence, any law, order or regulation by any government, civil, or military authority, national emergencies, insurrections, riots, wars, labor difficulties, supplier failures, shortages, breaches, or delays, or other failures or delays caused by you or your equipment.

**4. Third Party Content Disclaimer/ Links to Third Party Sites.** Content provided by third parties ("Third Party Content") has not been independently authenticated in whole or in part by Service Provider or the Airline even if Service Provider provides a link to such content. Service Provider does not

provide, sell, license, or lease any of the Third Party Content other than that specifically identified as being provided by Service Provider. Service Provider is providing links to Third Party Content as a convenience only. Service Provider and Airline does not make any warranty or representation, of any kind, regarding Third Party Content.

**5. Privacy Policy and Acceptable Use Policy.** Any data provided to or collected by Service Provider in the performance of the Service is subject to Service Provider's Privacy Policy for the Service. Use of the Service is also subject to the terms and conditions of Service Provider's Acceptable Use Policy for the Service. Service Provider's Privacy Policy and Acceptable Use Policy for the Service are incorporated into this Agreement and are accepted together with these Terms of Service at time of registration. Click [here](#) to review the Privacy Policy and click [here](#) to review the Acceptable Use Policy.

**6. General Use Restrictions.** Subject to your acceptance of and compliance with this Agreement, you are hereby granted the right to use the Service through a non-exclusive, non-transferable and non-assignable limited license. The Service is provided for your personal, non-commercial use only (unless otherwise specifically stated) and you agree not to reproduce, duplicate, copy, sell, sublicense, transfer, resell or exploit for any purposes your use of the Service or access to the Service. You agree not to share your access to the internet connection provided through the Service with another party by linking/tethering your connected device to the other party's device. All information, documents, products, and software (the "**Materials**") provided with this Service were provided by or to Service Provider by its respective manufacturers, authors, developers, licensees and vendors (the "**Third Party Provider(s)**") and are the copyrighted work of Service Provider and/or the Third Party Provider(s). Except as permitted for interoperability purposes by applicable law and as stated herein, none of the Materials may be copied, reproduced, resold, distributed, republished, downloaded, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the prior express written permission of Service Provider or the Third Party Provider(s). Except as expressly stated herein, you are not granted any intellectual property rights in or to the Service or Materials by implication, estoppel or other legal theory, and all rights in and to the Service or Materials not expressly granted herein are hereby reserved and retained by Service Provider and/or the Third Party Provider(s).

**7. Export Laws.** Your use of the Service is subject to U.S. export control laws and regulations, or any applicable local laws or regulations. You represent that you are not a prohibited end user under applicable U.S. export laws, regulations and lists, including but not limited to the U.S. Treasury Department list of Specially Designated Nationals or Blocked Persons. You will not use the Service in any manner that would violate applicable law, including but not limited to applicable export control laws and regulations.

**8. Disclaimer of Warranties and Liability.** YOU AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. YOU ARE USING A PUBLIC INTERNET CONNECTION AND SHOULD TAKE ALL PRECAUTIONS FOR THE SECURITY OF YOUR DEVICE AND INFORMATION. BECAUSE OF THE NUMBER OF POSSIBLE SOURCES OF INFORMATION AVAILABLE THROUGH THE SERVICE, AND THE UNCERTAINTIES OF ELECTRONIC DISTRIBUTION AND WI-FI TECHNOLOGY, THERE MAY BE INTERRUPTIONS, DELAYS, OMISSIONS, INACCURACIES, OR OTHER PROBLEMS WITH SUCH INFORMATION. IF YOU RELY ON THE SERVICE OR ANY MATERIAL AVAILABLE THROUGH THE SERVICE, YOU DO SO AT YOUR OWN RISK. YOU UNDERSTAND THAT YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM ANY MATERIAL AND/OR DATA DOWNLOADED FROM OR OTHERWISE PROVIDED THROUGH THE SERVICE.

THE SERVICE IS PROVIDED TO YOU "AS IS," "WITH ALL FAULTS," AND "AS AVAILABLE." SERVICE PROVIDER, AIRLINE, AND THEIR RESPECTIVE SUPPLIERS, PROVIDERS, AND LICENSORS CANNOT AND DO NOT WARRANT THE ACCURACY, COMPLETENESS, USEFULNESS, TIMELINESS, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE OR THE INFORMATION AVAILABLE THROUGH IT, NOR DO WE OR OUR SUPPLIERS, PROVIDERS AND LICENSORS GUARANTEE THAT THE SERVICE WILL BE ERROR-FREE, OR CONTINUOUSLY AVAILABLE, OR THAT THE SERVICE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

UNDER NO CIRCUMSTANCES SHALL SERVICE PROVIDER OR AIRLINE (INCLUDING EACH OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, OR AFFILIATES AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS OR REPRESENTATIVES) OR EACH OF THEIR RESPECTIVE THIRD PARTY PROVIDERS, AGENTS, SUPPLIERS, DISTRIBUTORS, LICENSORS OR ASSOCIATED BUSINESSES (AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, CONTRACTORS OR REPRESENTATIVES) (COLLECTIVELY, THE "**DISCLAIMING PARTIES**") BE LIABLE TO YOU OR ANYONE ELSE FOR ANY DAMAGES ARISING OUT OF ANY USE OR MISUSE OF THE SERVICE, INCLUDING, WITHOUT LIMITATION, LIABILITY FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, INDIRECT, OR SIMILAR DAMAGES, EVEN IF ADVISED BEFOREHAND OF THE POSSIBILITY OF SUCH DAMAGES, REGARDLESS OF THE FORM OR CAUSE OF ACTION INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR OTHER TORT OR LEGAL ACTIONS. BECAUSE SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN SUCH STATES, THE LIABILITY OF THE DISCLAIMING PARTIES IS LIMITED TO THE FULLEST EXTENT PERMITTED BY SUCH STATE LAW. YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE AMOUNT YOU PAID TO SERVICE PROVIDER AND/OR AIRLINE FOR THE USE OF THE SERVICE.

TO ANY EXTENT THAT THE ABOVE DOES NOT APPLY, YOU AGREE THAT THE LIABILITY OF THE DISCLAIMING PARTIES, IF ANY, ARISING OUT OF ANY KIND OF LEGAL CLAIM IN ANY WAY CONNECTED TO THE SERVICE SHALL NOT EXCEED THE GREATER OF \$100 OR THE AMOUNT YOU PAID TO SERVICE PROVIDER AND/OR AIRLINE FOR THE USE OF THE SERVICE.

**9. Indemnity.** You agree to indemnify and hold harmless Service Provider and Airline, and their respective subsidiaries, affiliates, officers, directors, agents, co-branders, licensors, partners and employees from any claim or demand, including reasonable attorneys' fees, made by any third party arising out of: (a) content you submit, post, transmit or otherwise make available through the Service; (b) your use of the Service; (c) your violation of this Agreement; (d) your violation of Service Provider's Acceptable Use Policy; (e) your violation of any rights of another; and (f) the use of your account whether or not such usage is expressly authorized by you. At our expense and election, Service Provider and/or Airline reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you and you agree to cooperate with us in connection with our defense. The provisions of this Section 9 are for the benefit of Service Provider, Airline, and our respective contractors, information or content providers, service providers, licensors, employees and agents, and each shall have the right to assert and enforce such provisions directly on its own behalf. Other than as expressly stated in this Agreement, this Agreement shall not be deemed to create any rights in third parties.

**10. General.**

**a. Contact Information.** Subject to applicable law, you agree that by entering into this Agreement and providing us with your wireless phone number and/or any other telephone number and/or your billing address or e-mail address, we or our agents may contact you for any account-related issues: (a) by calling or texting you at such number(s) using a prerecorded/artificial voice or text message delivered by an automatic telephone dialing system and/or using a call made by live individuals for any account-related issues, and/or (b) by sending an e-mail to such e-mail address.

**b. Applicable Law.** Any action related to this Agreement will be governed by Colorado law and controlling U.S. federal law and no choice of law rules of any jurisdiction will apply.

**c. Construction and Delegation.** In the event that any provision of this Agreement shall be rendered invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable any other provision of this Agreement and this Agreement shall continue in full force and effect and be construed as if it did not contain the invalid or unenforceable provision.

**d. Entire Agreement.** This Agreement, as well as the additional online documents specifically incorporated as a part of this Agreement, constitutes the entire and only agreement with respect to its subject matter between you and us, applicable also to all users of your account. This Agreement supersedes all representations, proposals, inducements, assurances, promises, agreements and other communications with respect to its subject matter except as expressly set forth in this Agreement.

**e. Miscellaneous.** We may enforce or decline to enforce any or all of the terms of this Agreement in our sole discretion. Captions used in this document are for convenience only and shall not be considered a part of this Agreement or be used to construe its terms or meaning. The effective date of this Agreement is the date that you first “accept” this Agreement in order to receive the Services. The provisions of this Agreement which by their nature should continue shall survive any termination of this Agreement.